Print Date 10/02/12

CONTRACT



WXII 700 Coliseum Drive Winston-Salem, NC 27106 (336)721-9944

www.wxii12.com

And:

Greer Margolis Mitchell Burns 1010 Wisconsin Ave, Suite 800 Washington, DC 20007

	Contract / Rev	<u>vision</u>		Alt Order #				
	952120 /		07895234					
Product	 							
SKED A 30'S								
Contract Dates	Estimate #		Ī					
10/02/12 - 10/08/12	1537		ļ					
Advertiser			<u>Ori</u>	ginal Date /	Revision			
Obama/D/President			0	9/14/12	/ 10/02/12			
	Billing Cycle	Billing	Cal	endar	Cash/Trade			
	EOM/EOC	Broadcast			Cash			
	<u>Station</u>	Account Executive		xecutive	Sales Office			
	wxii	Fran Berg			Eagle-Washing			
	Special Handling							
	Demographic							
	Adults 35+							
	-							
		L						
	IDB#	Advert	<u>ıser</u>	Coge	Product Code			
	9912856	95			101			
	Agency Ref			Advertiser	Ref			

Spots/

*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spots	Amount
N 1 WXII 10/02/12 10/05/12 M-F WXII 12 News @ 5 am	5-6am	:30	NM 4	\$200.00
Class of Time - Immediately Pre-emptible without notice Start Date	<u>Rate</u> \$50.00			
N 2 WXII 10/08/12 10/08/12 M-F WXII 12 News @ 5 am	5-6am	:30	NM 1	\$65.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 M 1	<u>Rate</u> \$65.00			
N 3 WXII 10/02/12 10/05/12 M-F WXII 12 News @ 6 am	6-7am	:30	NM 4	\$700.00
Class of Time - Immediately Pre-emptible without notice Start Date	Rate \$175.00			
N 4 WXII 10/08/12 10/08/12 M-F WXII 12 News @ 6 arr	6-7am	:30	NM 1	\$200.00
Class of Time - Immediately Pre-emptible without notice Start Date	<u>Rate</u> \$200.00			
N 5 WXII 10/02/12 10/05/12 NBC Today Show	7-9am	:30	NM 8	\$1,600.00
Class of Time - Immediately Pre-emptible without notice Start Date	<u>Rate</u> \$200.00			
N 6 WXII 10/08/12 10/08/12 NBC Today Show	7-9am	:30	NM 2	\$400.00
Class of Time - Immediately Pre-emptible without notice Start Date	Rate \$200.00			
N 7 WXII 10/06/12 10/06/12 WXII 12 Sa/Su News at 6a	m 6-8am	:30	NM 1	\$60.00
Class of Time - Immediately Pre-emptible without notice Start Date	<u>Rate</u> \$60.00			
N 8 WXII 10/06/12 10/06/12 NBC Saturday Today	8-10am	:30	NM 2	\$210.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week	Rate		j	

(* Line Transactions: N = New, E = Edited, D = Deleted)

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www.exii12.com

Advertiser Original Date / Revision
Obama/D/President 09/14/12 / 10/02/12

*! inc	Ch Stad (hata End Da	eta Dascriotion		Start/End Time	Days	Spots/ Length Week	Rate	TypeS	Snote	Amount
	Start Date	End Date	ite Description Weekdays	Spots/Week	Rate	Days	Length Week	Tuto	1,7,500	эрого	7 unodin
	k: 10/01/12	10/07/12	S-	2	\$105.00	_					
N 9	WXII 10/07/			Su News at 6am	6-8am		:30		NM	1	\$60.00
Weel	Class of Time <u>Start Date</u> k: 10/01/12	End Date 10/07/12	y Pre-emptible w <u>Weekdays</u> S	Spots/Week 1	<u>Rate</u> \$60.00						
N 10	WXII 10/07/	12 10/07/1	2 NBC Sunday	/ Today	8-9am		:30		MM	1	\$150.00
Wee	Class of Time Start Date k: 10/01/12	- Immediatel End Date 10/07/12	y Pre-emptible w <u>Weekdays</u> S	rithout notice Spots/Week 1	<u>Rate</u> \$150.00						
N 11	WXII 10/02/	12 10/05/1	2 M-F WXII No	ews @ 430a	430a-5a		:30		MM	1	\$14.00
Wee	Class of Time Start Date k: 10/01/12	- Immediatel End Date 10/07/12	y Pre-emptible w <u>Weekdays</u> -TWTF	rithout notice Spots/Week 1	<u>Rate</u> \$14.00						
N 12	WXII 10/02/	12 10/05/1	2 Live with Re	gis & Kelly	9-10AM		:30		NM	4	\$400.00
Wee	Class of Time Start Date k: 10/01/12	- Immediatel End Date 10/07/12	y Pre-emptible w <u>Weekdays</u> -TWTF	rithout notice Spots/Week 4	<u>Rate</u> \$100.00						
N 13	WXII 10/02/	12 10/05/1	2 NBC Today	Show II	10A-12N		:30		NM	4	\$260.00
Wee	Class of Time Start Date k: 10/01/12	- Pre-emptib End Date 10/07/12	le with notice Weekdays -TWTF	Spots/Week 4	<u>Rate</u> \$65.00						
N 14	WXII 10/08	12 10/08/1	2 NBC Today	Show II	10A-12N		:30		NM	1	\$40.00
Wee	Class of Time Start Date k: 10/08/12	- Immediatel End Date 10/14/12	y Pre-emptible w Weekdays M	vithout notice Spots/Week 1	Rate \$40.00						
N 15	WXII 10/02/			? News @ Noon	12-1pm		:30		NM	4	\$400.00
Wee	Class of Time Start Date k: 10/01/12	- Pre-emptib End Date 10/07/12	le with notice Weekdays -TWTF	Spots/Week 4	<u>Rate</u> \$100.00						
N 16					1-2P		:30		NM	3	\$525.00
Wee	Class of Time Start Date k: 10/01/12	- Pre-emptib End Date 10/07/12	le with notice Weekdays -TWTF	Spots/Week 3	<u>Rate</u> \$175.00						
N 17	WXII 10/02/			RVEY DAY	2-3P		:30		NM	4	\$120.00
Wee	Class of Time Start Date k: 10/01/12	- Pre-emptib End Date 10/07/12	le with notice Weekdays -TWTF	Spots/Week 4	<u>Rate</u> \$30.00						
N 18	WXII 10/07			he Press	9-10am		:30		MM	1	\$225.00
Wee	Class of Time Start Date k: 10/01/12	- Pre-emptib End Date 10/07/12	le with notice Weekdays S	Spots/Week 1	Rate \$225.00						
N 19	WXII 10/02	12 10/05/1	2 M-F 3-4P		M-F 3-4P		:30		NM	4	\$340.00
	Start Date k: 10/01/12	End Date 10/07/12	y Pre-emptible v Weekdays -TWTF	vithout notice Spots/Week 4	<u>Rate</u> \$85.00		· - · · ·				
N 20	WXII 10/02		2 DR. OZ	11b A 41	M-F 4-5p		:30		NM	5	\$750.00
	Class of Time	e - immediate	ly Pre-emptible v	vitnout notice					ı		

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Class of Time - Immediately Pre-emptible without notice

		Alt Order # 07895234
Contract Dates	Product	Estimate #
10/02/12 - 10/08/12	SKED A 30'S	1537

www.wxii12.com

Advertiser Original Date / Revision 09/14/12 / 10/02/12 Obama/D/President

	Oba	ama/D/President	09/14/12 / 10	VZI 12
*Line Ch Start Date End Date Description S	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
Start Date End Date Weekdays Spots/Week	Rate			
Week: 10/01/12 10/07/12 -TWTF 5 N 21 WXII 10/02/12 10/05/12 M-F WXII 12 News @ 5 pm 5	\$150.00 5-6pm	:30	NM 6	\$1,050.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 -TWTF 6	<u>Rate</u> \$175.00			• • • • • • • • • • • • • • • • • • • •
N 22 WXII 10/08/12 10/08/12 M-F WXII 12 News @ 5 pm 5	5-6pm	:30	NM 1	\$200.00
Class of Time - Immediately Pre-emptible without notice Start Date	<u>Rate</u> \$200.00			
N 23 WXII 10/02/12 10/05/12 M-F WXII 12 News @ 6 pm 6	6-630pm	:30	NM 4	\$1,600.00
Class of Time - Immediately Pre-emptible without notice Start Date	Rate \$400.00			
N 24 WXII 10/08/12 10/08/12 M-F WXII 12 News @ 6 pm 6	5-630pm	:30	NM 1	\$325.00
Class of Time - Immediately Pre-emptible without notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 M 1	Rate \$325.00			
	330p-7p	:30	NM 4	\$2,400.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 -TWTF 4	Rate \$600.00			
·	Start/End Time 630p-7p	Weekdays Length Rate -TuwThF :30 \$600.00	<u>Type</u> NM	
See MG 25.5,25.6 3 WXII 10/01/12-10/07/12 M-Sun Nightly News	630p-7p	-TuwThF :30 \$600.00	NM	
See MG 25.5,25.6 5 WXII 10/03/12-10/05/12 M-F WXII 12 News @ 6 pm (6-630pm	wThF :30 \$600.00	NM ·	
 MG for 25.3,25.2 6 WXII 10/03/12-10/05/12 M-F WXII 12 News @ 6 pm MG for 25.3,25.2 	6-630pm	WThF :30 \$600.00	NM	
N 26 WXII 10/08/12 10/08/12 M-Sun Nightly News 6	630p-7p	:30	NM 1	\$325.00
Class of Time - Immediately Pre-emptible without notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 M 1	<u>Rate</u> \$325.00			
N 27 WXII 10/06/12 10/06/12 Sa WXII 12 News @ 6 pm 6	5-630pm;	:30	NM 1	\$100.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12S- 1	<u>Rate</u> \$100.00			
N 28 WXII 10/07/12 10/07/12 Su WXII 12 News @ 6 pm 6	5-630pm	:30	NM 1	\$150.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/125 1	<u>Rate</u> \$150.00			
N 29 WXII 10/02/12 10/05/12 Inside Edition 7	7-730pm	:30	NM 3	\$1,200.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 -T-TF 3	<u>Rate</u> \$400.00			
N 30 WXII 10/08/12 10/08/12 Inside Edition 7	7-730pm	:30	NM 1	\$250.00

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Alt Order#



www.wxii12.com

WXII Winston-Salem, NC 27106 (336)721-9944

700 Coliseum Drive

952120 07895234 **Contract Dates Product** Estimate # 10/02/12 - 10/08/12 SKED A 30'S 1537

Advertiser Original Date / Revision Obama/D/President 09/14/12 / 10/02/12

Contract / Revision

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	TypeS	pots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 M 1	<u>Rate</u> \$250.00				
N 31 WXII 10/02/12 10/05/12 Entertainment Tonight	730-8pm	:30	NM	3	\$1,125.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 -T-TF 3	<u>Rate</u> \$375.00				
N 32 WXII 10/08/12 10/08/12 Entertainment Tonight	730-8pm	:30	NM	1	\$225.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 M 1	<u>Rate</u> \$225.00				
N 33 WXII 10/06/12 10/06/12 Entertainment This Week	7-8pm	:30	NM	1	\$80.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12S- 1	<u>Rate</u> \$80.00				
Spot Ch Date Range Description 1 WXII 10/01/12-10/07/12 Entertainment This Week	Start/End Time 7-8pm	Weekdays Length Rate	Type NM		
See MG 33.2 2 WXII 10/06/12-10/06/12 INSIDE EDITION	7-730P	Sa :30 \$80.00	NM		
N 34 WXII 10/08/12 10/08/12 Mon NBC Prime Other	8-10p	:30	NM	1	\$1,100.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 M 1	Rate \$1,100.00				
N 35 WXII 10/02/12 10/02/12 THE VOICE	8-9pm	:30	NM	1	\$600.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 -T 1	<u>Rate</u> \$600.00				
N 36 WXII 10/02/12 10/02/12 PARENTHOOD	10-11pm	:30	MM	1	\$600.00
Class of Time - Immediately Pre-emptible without notice Start Date	Rate \$600.00				
D 37 WXII 10/03/12 10/03/12 NBC Prime	9-10pm	:30	NM	0	\$0.00
Class of Time - Immediately Pre-emptible without notice D 38 WXII 10/03/12 10/03/12 NBC Prime	10-11pm	:30	NM	0	\$0.00
Class of Time - Immediately Pre-emptible without notice	10-11pm	.30	Idia	·	30.00
N 39 WXII 10/04/12 10/04/12 30 ROCK/UP ALL NIGHT	8-9pm	:30	MM	1	\$800.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 T 1	<u>Rate</u> \$800.00				
N 40 WXII 10/04/12 10/04/12 OFFICE/PARS AND REC	9-10pm	:30	NM	1	\$1,000.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12T 1	<u>Rate</u> \$1,000.00				
N 41 WXII 10/04/12 10/04/12 ROCK CENTER	10-11pm	:30	NM	1	\$550.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12T 1	Rate \$550.00				
N 42 WXII 10/05/12 10/05/12 WHITNEY/COMMUNITY Class of Time - Immediately Pre-emptible without notice	8-9pm	:30	NM	1	\$500.00

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	South Servision 952120 /	Alt Order # 07895234
Contract Dates 10/02/12 - 10/08/12	Product SKED A 30'S	Estimate # 1537

 Advertiser
 Original Date / Revision

 Obama/D/President
 09/14/12 / 10/02/12

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week	Rate Type	Spots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 F 1	<u>Rate</u> \$500.00				
N 43 WXII 10/05/12 10/05/12 DATELINE	10-11pm	:30	NM	2	\$2,000.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12F 2	Rate \$1,000.00				
Spot Ch Date Range Description 2 WXII 10/01/12-10/07/12 DATELINE	Start/End Time	· · · · · · · · · · · · · · · · · · ·	Rate Type		
2 WXII 10/01/12-10/07/12 DATELINE See MG 43.3	10-11pm	F :30 \$1,00	9.00 NM		
3 WXII 10/01/12-10/07/12 DATELINE ⊕ MG for 43.2 10/05	10-11pm	F :30 \$1,00	MM 00.0		
N 44 WXII 10/06/12 10/06/12 NBC Prime	8-9pm	:30	NM	0	\$0.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/125- 1 Spot Ch Date Range Description 1 WXII 10/01/12-10/07/12 NBC Prime	Rate \$125.00 <u>Start/End Time</u> 8-9pm		Rate Type 5-00 NM		
See MG 45.2					
N 45 WXII 10/06/12 10/06/12 NBC Prime	9-10pm	:30	МИ	1	\$350.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/125- 1	<u>Rate</u> \$145.00				
Spot Ch Date Range Description	Start/End Time		Rate Type		
1 WXII 10/01/12-10/07/12 NBC Prime See MG 45.2	9-10pm	Sa :30 \$1 4	5 .00 NM		
2 WXII 10/06/12-10/06/12 Notre Dame Football MG for 44.1,46.1,45.1	730P-11P	Sa :30 \$35	D.00 NM		
N 46 WXII 10/06/12 10/06/12 NBC Prime	10-11pm	:30	NM	0	\$0.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12S- 1	Rate \$125.00		_		
Spot Ch Date Range Description 1 WXII 10/01/12-10/07/12 NBC Prime	Start/End Time 10-11pm		Rate Type		
See MG 45.2	ro-ripin	3a30 \$12	5 .00 NM		
N 47 WXII 10/02/12 10/06/12 M-Su WXII 12 News @ 11	pn11-1135pm	:30	NM	5	\$1,250.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 -TWTFS- 5	Rate \$250.00			-	V.,
N 48 WXII 10/08/12 10/08/12 M-Su WXII 12 News @ 11		:30	NM	1	\$250.00
Class of Time - Immediately Pre-emptible without notice	piritiritoopiii	.30	13.00	•	\$250.00
Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 M 1	<u>Rate</u> \$250.00				
N 49 WXII 10/02/12 10/05/12 NBC Tonight Show	1135pm-1237am	:30	MM	4	\$400.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 -TWTF 4	<u>Rate</u> \$100.00				
N 50 WXII 10/08/12 10/08/12 NBC Tonight Show	1135pm-1237am	:30	NM	1	\$100.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Rate				

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	952120 /	07895234
Contract Dates 10/02/12 - 10/08/12	Product SKED A 30'S	Estimate # 1537

Advertiser Original Date / Revision
Obama/D/President 09/14/12 / 10/02/12

Spots/ Start/End Time Days Length Week Rate Type Spots *Line Ch Start Date End Date Description Amount Weekdays Start Date **End Date** Spots/Week Rate \$100.00 Week: 10/08/12 10/14/12 M----1 :30 NM \$120.00 1237xm-136xm 10/05/12 Late Night w/Jimmy Fallon N 51 WXII 10/02/12 Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Rate \$30.00 Week: 10/01/12 10/07/12 -TWTF--136xm-204xm :30 NM \$45.00 52 WXII 10/02/12 10/05/12 NBC Carson Daly Class of Time - Immediately Pre-emptible without notice Spots/Week Start Date End Date Weekdays Rate Week: 10/01/12 10/07/12 -TWTF--\$15.00 NM N 53 WXII 10/06/12 10/06/12 **NBC Saturday Night Live** 1130pm-1am :30 1 \$150.00 Class of Time - Immediately Pre-emptible without notice Start Date End Date Spots/Week Weekdays Rate \$150.00 Week: 10/01/12 10/07/12 ----5-:30 NM \$2,200.00 54 WXII 10/07/12 10/07/12 NFL Sunday Prime Games 8p-12a Class of Time - Immediately Pre-emptible without notice Start Date End Date **Weekdays** Spots/Week Rate Week: 10/01/12 10/07/12 \$2,200.00 :30 NM \$700.00 N 55 WXII 10/08/12 10/08/12 REVOLUTION 10-11pm Class of Time - Immediately Pre-emptible without notice Weekdays Start Date End Date Spots/Week Rate \$700.00 Week: 10/08/12 10/14/12 M----1 M-F 4-5p :30 NM \$150.00 56 WXII 10/08/12 10/08/12 DR. OZ Class of Time - Immediately Pre-emptible without notice Start Date **End Date** Weekdays Spots/Week Rate Week: 10/08/12 10/14/12 M----1 \$150.00 116 \$28,614,00 **Totals**

 Time Period
 # of Spots
 Gross Amount
 Net Amount

 10/01/12 -10/08/12
 116
 \$28,614.00
 \$24,321.90

 Totals
 116
 \$28,614.00
 \$24,321.90

Signature:	 Date:	
-		

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specified.

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

(a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.

(b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face bereof

	(p)	The Station shall exerc	cise normal precautions in	handling of p	property and mail.	but assumes no	liability for loss	or damage to pro	ogram or commer	cia
materials and other pr	operty furnish	ned by the Agency in co	onnection with broadcasts	hereunder.	The Station will no	ot accept or proc	ess mail, corresp	condence, or tele	ephone calls in	
connection with broad	casts except	after its prior approval.					•		•	

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]